

# Master Services Agreement

This Master Services Agreement (“Agreement”) is entered into effect as of July 10th, 2024 The Agency and the Client may individually be referred to as the “Party” or “Parties”. WHEREAS, Agency is engaged in the business of providing a range of creative services; and WHEREAS, Client desires to retain Agency to perform creative services; THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein (together with any outstanding Project Order), the parties have agreed and do agree as follows:

1. **SERVICES.** This Agreement shall apply to the delivery of creative services (the “Services”) as further described in Project Order that may be proposed and approved by the parties. Any such approved Project Orders shall be incorporated herein by reference. In the event that the scope of the Services is expanded, revised, or modified, for any Project Orders incorporated herein, the parties shall prepare an amended or new Project Order signed by an authorized representative of Client, which likewise shall be attached hereto and incorporated herein by reference.

## 1. TERM AND TERMINATION.

- 1.1. Term. This Agreement shall commence upon the Effective Date and shall remain effective until terminated in accordance with this Agreement.
- 1.2. Termination. Either party shall have the option to terminate this Agreement, upon giving thirty (30) days written notice identifying the basis for such notice, for breach of a material term or condition of this Agreement, provided the breaching party shall not have cured such breach within the thirty (30) day period.

In the event the Client cancels any Project Order prior to completion, the Client shall pay Agency within five (5) business days for (a) all work performed up to the date of termination, (b) a prorated portion of the fees due performed by the Agency or the Agency’s agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, Fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation, and (c) a cancellation fee equal to 1% of the remaining fees that would otherwise have been paid if the project would have been completed. The first deposit is not refundable if the project is canceled before

the 50% completion mark.

In the event of termination by the Agency, the Agency grants to the Client such right and title as provided for in the Project Order with respect to those Deliverables provided to and accepted by the Client as of the date of termination. If the Agency cancels the project before the 50% completion mark, the deposit will be up to the prorated portion of the fees due performed by the Agency or the Agency's representatives as of the date of termination.

## **1. FEE AND PAYMENT TERMS.**

1.1. In exchange for the Services performed by Agency, as set forth in any Project Order, Client agrees to compensate Agency at the rates identified in the fee schedule set forth in the Project Order(s). Client will pay all undisputed invoices within thirty (30) days of receipt thereof.

1.2. In addition, out-of-pocket expenses and other expenses for materials, training, or hardware may only be incurred by the Agency and charged to Client if prior written approval from Client has been obtained.

1.3. Unless otherwise provided in the Project Order, the Client shall pay additional charges for changes requested by the Client which are outside the scope of the Services at the Agency's current standard daily rate of \$100.00 CAD per day. Such charges shall be in addition to all other amounts payable under the Project Order, despite any maximum budget or final price identified therein. The Agency may extend or modify any delivery schedule or deadlines in the Project Order or Deliverables as may be required because of such changes.

1. **TIMELINE.** The Agency will prioritize the performance of the Services as identified in the Project Order and will take reasonable efforts to perform the Services. The Client acknowledges and agrees that the Agency's ability to meet any and all schedules is entirely dependent upon the Client's prompt delivery of content, approvals, and feedback. The Client agrees to deliver feedback and/or approvals within three (3) business days after the Agency requests a review. If any milestone and/or delivery is delayed due to late feedback/approvals, extras will be incurred. In the event that the Client notifies the Agency in writing of delays in its project timeline, the Agency may suspend the work and will initiate a meeting with the Client to determine new timelines (finalized in writing). If the Client fails to respond or puts the project on hold for more than ten (10) business days without prior notice, the Project Order will be closed and a new Project Order will be required to continue.

2. **INDEPENDENT CONTRACTOR.** The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint

venture, partnership, agency, or other employment relationship between the parties. All Agency employees and/or agents who are assigned to perform the Services at any Client owned or leased facility will not be considered an employee or agent of Client for any purpose. Agency will be solely responsible for payment of all compensation to its employees and agents, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Agency employee or agent be eligible for or entitled to any benefits of Client.

3. **RIGHTS TO WORK PRODUCT.** The parties agree that any materials prepared and delivered by Agency in the course of providing the Services are works which have been specially commissioned by Client and are “work made for hire” for Client and Client shall own all right, title, and interest therein. This does not include all raw footages, raw photography assets, and/or working design files unless indicated in the Project Order. Notwithstanding the foregoing, the parties recognize that performance of Agency hereunder will require the skills of Agency and, therefore, Agency shall retain the right to use, without fee and for any purpose, such as ideas, techniques and concepts used or developed by Agency in the course of performance of the services of this Agreement.
2. **CONFIDENTIAL INFORMATION.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including and without limitation Preliminary Works (“Confidential Information”). Each party, its agents, and its employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Project Order except as may be required by a court or governmental authority.
3. **REPRESENTATIONS AND WARRANTIES.**
  - 3.1. Both parties represent and warrant that they each have the full power and authority to enter into and perform this Agreement; that the execution, delivery, and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of the parties; and that the execution, delivery, and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which the parties are a party to.
  - 3.2. Agency represents, warrants, and covenants that the Services will be performed in a professional, timely, diligent, and workmanlike manner in accordance with recognized industry standards. All other specific warranties offered by Agency for Services provided herein shall be set forth in the Project Order.

3.3. In the event that there is no warranty set forth in the Project Order, the foregoing express limited warranty is in lieu of all other warranties and conditions expressed or implied, oral or written, contractual or statutory, including but not limited to any implied warranties of merchantability or fitness for a particular purpose to the extent applicable.

4. **LIMITATION OF LIABILITY.** In all circumstances, the maximum liability by the Agency, its directors, officers, employees, contractors, design agents and affiliates (“designer parties”), to the Client for damages for any and all causes whatsoever, and the Client’s maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of the Agency. In no event shall the Agency be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials, or the services provided by the Agency, even if the Agency has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.
5. **INDEMNIFICATION.** Each party shall indemnify, defend and hold harmless the other, its employees, principals, and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. Each party shall promptly notify the other in writing of any third party claim or suit.
6. **OBLIGATION UPON TERMINATION.** The termination of this Agreement, pursuant to Section 2, shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.

#### 4. MISCELLANEOUS.

- 4.1. **NON-WAIVER.** The waiver or failure to exercise any right of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.
- 4.2. **Force Majeure.** If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor, dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for the nonperformance

of any such duty or obligation for the period during which such conditions exist.

- 4.3. **Governing Law.** This Agreement is governed by the laws of the Province of Quebec without regard to conflict of law principles. The parties hereto submit to the exclusive jurisdiction of the Province of Quebec. For the purpose of resolving any dispute relating to the subject matter of this Agreement or the relationship between the parties pursuant to this Agreement.
- 4.4. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.
- 4.5. **Modification.** This Agreement may be modified by the parties. Any modification of this Agreement must be in writing. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.
- 4.6. **Entire Agreement.** This Agreement and each Project Order constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. No modification, amendment, supplement to, or waiver of this Agreement is binding upon the parties unless made in writing and signed by authorized representatives of both parties.